

# Exhibit A

**Declaration of Roderick M. Thompson In Support Of Visa USA Inc.'s  
Opposition To Maritz Inc.'s Ex Parte Application For An Order Shortening  
Time Or In The Alternative For A Temporary Stay Of The Arbitration**



American Arbitration Association  
Dispute Resolution Services Worldwide

Western Case Management Center  
John M. Bishop  
Vice President  
Jeffrey Garcia  
Assistant Vice President

November 30, 2007

6795 North Palm Ave, 2nd Floor, Fresno, CA 93704  
telephone: 877-528-0880 facsimile: 559-490-1919  
internet: <http://www.adr.org/>

**AAAWEFILE & FACSIMILE**

Roderick M. Thompson  
235 Montgomery Street  
17th Floor  
San Francisco, CA 94104

Charles A. Weiss, Esq.  
Bryan Cave, LLP  
One Metropolitan Square  
211 N. Broadway, Suite 3300  
St. Louis, MO 63102-2750

Re: 74 117 01325 07 NOCA  
VISA U.S.A. Inc.  
VS  
Maritz, Inc. dba Maritz Loyalty Marketing

Dear Parties:

This will acknowledge receipt of a letter dated November 20, 2007, from Roderick M. Thompson, a copy of which has been exchanged with the other party.

The Association has carefully reviewed the positions and contentions of the parties as set forth in their correspondence. The claimant has met the filing requirements of the rules by filing a demand for arbitration providing for administration by the American Arbitration Association under its rules.

Accordingly, in the absence of an agreement by the parties or a court order staying this matter, the Association will proceed with administration pursuant to the Rules. The parties may wish to raise this issue, upon appointment of the arbitrator.

The AAA serves as a neutral administrative agency and does not generally appear or participate in judicial proceedings relating to arbitration. The AAA should not be named as a party-defendant. The Rules state that the AAA is not a "necessary party". The AAA will abide by an order issued by the courts and the parties are requested to keep us informed as to the outcome.

Inasmuch as the Association did not receive an objection to the locale requested by the Claimant, the locale is **San Francisco, California**.

In accordance with the Rules, the Association encloses a list of names selected from our roster from which one arbitrator is to be appointed. The list of neutrals is also available via *AAAWebFile*. The parties are encouraged to agree on an arbitrator and advise the Association of their agreement. Each party shall confirm their list of neutrals, in order of preference on or before December 17, 2007. If the list of arbitrators is not confirmed by the date specified, the arbitrator will be appointed as authorized in the rules. The parties' lists are held confidential and not shared with opposing counsel.

Immediately upon appointment of the arbitrator, a preliminary telephone conference will be held. We will contact you by telephone as soon as the arbitrator has set this conference.

Should you have any questions or concerns please feel free to contact me.

Sincerely,

/s/  
Norma Cantu  
Case Manager  
559-490-1896  
cantun@adr.org

*Supervisor Information: Lupe Gonzalez-Baca, 559 650 8019, Gonzalezl@adr.org*

Enclosures:



American Arbitration Association  
*Dispute Resolution Services Worldwide*

Re: 74 117 01325 07 NOCA  
VISA U.S.A. Inc.  
VS  
Maritz, Inc. dba Maritz Loyalty Marketing

DATE LIST SUBMITTED: November 30, 2007

CASE MANAGER: Norma Cantu

**LIST FOR SELECTION OF ARBITRATOR**

\*\*\*\*\*  
Once you have made your strikes please indicate your order of preference by number. We will make every effort to appoint the mutually acceptable arbitrator who can hear your case promptly, please leave as many names open as possible. Biographical information about the arbitrators listed below is attached. **If your list is not received by the Association on or before December 17, 2007, all names submitted shall be deemed acceptable.** If appointment cannot be made from this list, the Association may appoint without the submission of an additional list, in accordance with the rules. The parties are to exchange copies of all correspondence except the checklist for conflicts and this arbitrator selection list. For your convenience, this form may be completed online through AAA's WebFile.

Lois W. Abraham  
J. Lani Bader  
Neil R. Bardack  
Donald M. Carley  
Matthew J. Geyer  
David M. Heilbron  
Randall E. Kay  
Charles R. Ragan  
Francis O. Spalding  
Douglas W. Sullivan

\*\*\*\*\*  
Arbitrators are compensated at the rate stated on their biographical data. The compensation is an independent obligation of the parties and it is understood that the American Arbitration Association has no liability, direct or indirect, for such payments. Each party shall promptly make such deposits with the AAA as required by the case manager, pursuant to the Rules, subject to final apportionment by the arbitrator in the award.

Party: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

The following resume(s) are printed for Norma Cantu

processed on Nov 30 2007 03:54 PM

Contact American Arbitration Association  
6795 N. Palm Avenue  
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Fresno, CA 93704  
telephone: 877-528-0880 facsimile: 559-490-1919

Lois W. Abraham, Esq.

**Current Employer-Title** Self-employed

**Profession** Attorney, Mediator, Arbitrator - Technology-Related Disputes

**Work History** Attorney, Self-employed, 1998-present; Of Counsel/Partner/Associate, Brown & Bain, 1978-97; General Counsel, MicroUnity Systems Engineering, Inc., 1995-96; Counsel, Syntex Corp., 1976-78.

**Experience** More than 25 years of experience in corporate law and litigation with emphasis on counseling and litigation relating to intellectual property rights (60%) and contracts, including distribution, licensing, and general commercial contracts (35%).

**Alternative Dispute Resolution Experience** Chairman of panel and co-arbitrator in numerous international and domestic disputes, with multimillion-dollar claims, concerning various aspects of technology: licensing, purchase and sale of hardware and software, distribution, and infringement of intellectual property rights. Mediator in disputes relating to technology licensing, purchase and sale of hardware and software, employee misappropriation of trade secrets and general commercial transactions. Neutral evaluator and mediator for the federal courts in disputes relating to technology contracts and intellectual property rights.

**Alternative Dispute Resolution Training** ICDR, International Commercial Arbitration and Mediation, 2007; AAA Pro Se: Managing Cases Involving Self-Represented Parties (ACE002), 2006; ACE004 - Practical Tips for Dealing with Delay Tactics of Parties and Advocates, San Francisco, 5/05; ACE001 - Arbitration Awards: Safeguarding, Deciding & Writing Awards, Denver, 6/04; AAA International Arbitration Symposium, San Francisco, 9/03; AAA Arbitrator Update 2001; AAA Commercial Arbitrator II Training, Seattle, 1/02; AAA Commercial Arbitrator Training, San Francisco, 8/99; AAA Mediator Training; Federal Court Mediator Training.

**Professional Licenses** Admitted to the Bar: Arizona, 1973; California, 1977; numerous U.S. District Courts; numerous U.S. Courts of Appeals.

**Professional Associations** California Bar Association; College of Commercial Arbitrators.

**Education** Stanford University (BA-1955); Arizona State University (JD-1973).

*Lois W. Abraham, Esq.*  
123709

**Publications and Speaking Engagements** Speaker, "Masters of Mediation: How to Win a Mediation," Association of Business Trial Lawyers, 2003; speaker, "Arbitrator Ethics - Past, Present and Future," American Arbitration Association, Palo Alto, California, 2002; "Taking the Pledge--Improving the Odds," American Bar Association, ADR Section, Annual Conference, 2000; "Arbitration in Intellectual Property Disputes--Managing the Process," Santa Clara University School of Law, 1998; "Confronting Attorney-Client Privilege Problems from the In-House Perspective," ABA Section of Intellectual Property Law, Thirteenth Annual Spring LLE Program, 1998; co-author, "Confronting Attorney-Client Privilege Problems from the In-House Perspective," PATENT, TRADEMARK AND COPYRIGHT LAW LITIGATION AND CORPORATE PRACTICE, 1998; "The Uphill Battle Against Software Piracy Abroad (And at Home)," PROCEEDINGS OF PLI'S SECOND ANNUAL INSTITUTE FOR INTELLECTUAL PROPERTY LAW, 1996; "Federal Circuit Year in Review," PROCEEDINGS OF THIRTEENTH ANNUAL JUDICIAL CONFERENCE FOR THE COURT OF APPEALS FOR THE FEDERAL CIRCUIT, 166 FRD 565, 1995; "Confessions of an Accused Rainmaker," THE WOMAN ADVOCATE, 1993; "Recent Developments in Copyright Litigation," PROCEEDINGS OF THE INTELLECTUAL PROPERTY LAW SECTION OF CALIFORNIA BAR ASSOCIATION, 1991; "Current Judicial Developments in Copyright Protection for Computer Software," COMPUTER SOFTWARE: PROTECTION AND MARKETING, 1989; "Preliminary Injunctive Relief: The Ultimate Weapon in a Trade Secrets Action," PROTECTING TRADE SECRETS, 1989.

**Compensation** \$425.00 Per Hour  
Hourly rate includes hearing, study time & award writing.

**Citizenship** United States of America

**Locale** San Francisco, CA

*Lois W. Abraham, Esq.*  
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J. Lani Bader

**Current Employer-Title** Golden Gate University School of Law - Professor and Dean Emeritus

**Profession** Law Professor; Arbitrator

**Work History** Dean Emeritus and Professor of Law, Golden Gate University School of Law, 1968-present; Attorney, Self-employed, 1965-68; Associate, Pillsbury, Madison & Sutro, 1963-65; Associate, Shearman & Sterling, 1960-63.

**Experience** Professor of Law at Golden Gate University School of Law. Academic specialties are corporations (mergers and acquisitions); Securities Regulation ('33 and '34 Acts); commercial transactions under Uniform Commercial Code, Articles 2 and 9; intellectual property; and alternative dispute resolution.

**Alternative Dispute Resolution Experience** Extensive experience in dispute resolution, both as an arbitrator and mediator, since 1965. Member of the American Arbitration Association Large Complex Case Program, International, and Commercial Panels. Has arbitrated over 450 cases with amounts in controversy of up to \$700 million, specializing in health care and health care related issues, and in complex commercial cases involving mergers and acquisitions; financing and securities transactions; technology transfer and license agreements; royalty disputes; intellectual property rights (including hardware and software issues); and employment, franchise, partnership, and accounting disputes. Chairman of the Arbitration Panel in the first class arbitration conducted in the United States. Member of the American Arbitration Association (AAA) mediation panel since 1984; has successfully mediated single and multi-party cases involving claims of up to \$10 million. Continuous involvement in the design and implementation of arbitrator and ADR training programs for over 15 years. Designed course materials and presented statewide court annexed Arbitrator Training Programs for the State of Nevada in conjunction with the Nevada Trial Lawyers Association. Has actively participated as a panelist in AAA beginning, advanced, and specialty arbitrator training programs for approximately 10 years. Currently, member of the AAA's National Training Faculty. Teaches ADR to law students. Member of the AAA Northern California Advisory Council. AAA Faculty, ACE005 - Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics, 2005.

**Alternative Dispute Resolution Training** Faculty, AAA Arbitration Fundamentals and Best Practices for New AAA Arbitrators, 2007; AAA Train the Trainer: Arbitration Fundamentals and Best Practices for New AAA Arbitrators, 2007; Faculty, AAA Commercial Arbitrator II

Training: Advanced Case Management Issues, 2006; Attended AAA Neutrals Conference, 2005, 2003; AAA Dealing with Delay Tactics in Arbitration (ACE004), 2005; Faculty, AAA Neutrals Conference, 2003; AAA Pro Se: Managing Cases Involving Self-Represented Parties (ACE002), 2003; AAA Arbitrator Update 2003, 2001; AAA Commercial Train the Trainer course, 2000; AAA Commercial Arbitrator Training, 2000; Attended AAA LCCP Retreat and Panel Chair Workshop, 1999; Faculty, AAA Commercial Train the Trainer Course, 1998; AAA Commercial Arbitrator Training Workshop, 1998; AAA Construction Industry Arbitrator Training Workshop, 1997, 1996; Faculty, AAA Commercial Arbitrator Training, 2000, 1999, 1995, 1990; Faculty, various other ADR training.

Professional Licenses Admitted to the Bar: New York, 1961; California, 1963; U.S. District Court, Northern District of California, 1963.

Professional Associations American Bar Association (Dispute Resolution Section; Business Law Section; Intellectual Property Section); California Bar Association (Business Law Section); San Francisco Bar Association; Mediation Society (Board of Governors); College of Commercial Arbitrators (President-elect).

Education University of Hawaii (BBA-1956); University of Chicago (JD-1960).

Publications and Speaking Engagements Contributing author, ADR FOR FINANCIAL INSTITUTIONS, 1st edition, Clark Boardman Callaghan, 1995; "Arbitrator Disclosure: Probing the Issues," JOURNAL OF INTERNATIONAL ARBITRATION, Fall 1995; "Arbitrator Disclosure," LAWYER'S LETTER, vol. 19, no. 1, Spring 1995; Amicus Curiae "AMD v. Intel Corporation," 9 Cal.4th 362, 885 P.2d 994, 36 Cal.Rptr.2d 581, 1994; co-editor, CALIFORNIA ADR PRACTICE GUIDE, 1st edition, Shepard's/McGraw Hill, 1993; contributing author, THE LAWYER'S DISPUTE RESOLUTION PRACTICE GUIDE, 1st edition, Lawyers Cooperative Publishing, 1993; chapter author, "Responding to the Claim," "Deliberation," "The Award," Federal Arbitration Act and Financial Institutions; has spoken, written, and lectured extensively with respect to issues in Alternative Dispute Resolution.

Compensation \$450.00 Per Hour  
For all time commencing with appointment. No charge for travel other than expenses. Cancellation fee: cancelled within 45 days of date on which hearing to commence and not replaced by another matter, 20% of the allocated hearing time charged; cancelled within 30 days of the hearing date, 35% of the allocated time.

Citizenship United States of America

Locale San Francisco, CA

Contact American Arbitration Association  
6795 N. Palm Avenue  
2nd Floor  
Fresno, CA 93704  
telephone: 877-528-0880 facsimile: 559-490-1919

Neil R. Bardack, Esq.

**Current Employer-Title** McQuaid & Van Zandt, L.L.P. - Partner

**Profession** Attorney, Arbitrator - General Business, Corporate, Partnership, Technology, Real Estate/Construction, Oil and Gas

**Work History** Partner, McQuaid, Bedford & Van Zandt, L.L.P. (and predecessor firm), 1996-present; Attorney, Keck, Mahin & Cate, 1996; Attorney, Sullivan, Roche & Johnson, 1994-95; Attorney, Law Offices of Dennis C. Birkhimer, 1987-94; Attorney, Froneberger & Bonner, 1981-87; Attorney, Rappoport & Lewis, 1979-81; Attorney, Tomlinson & Bardack, 1976-79; Attorney, Bishop & Barry, 1972-76.

**Experience** Has been practicing since 1972 primarily in civil trial and arbitration, emphasizing general business dispute resolution (contract, securities fraud, corporate, limited liability companies, and partnership matters), computer and technology, breach of software/hardware warranty (licensing, trade secrets, and user disputes), commercial real property (lease disputes, construction, and defect problems), and oil and gas (negotiating/drafting of mineral leases, drilling, operating agreements, gas pipeline transmission agreements, lease obligations/royalties/owner matters, and joint venture agreements).

**Alternative Dispute Resolution Experience** Since 1976, American Arbitration Association chair and panel arbitrator in commercial, construction, real estate, computer and securities disputes. Member of the American Arbitration Association Technology Advisory Committee. Currently a member of the AAA's Large Complex Case Panel (LCCP). San Francisco County Superior Court arbitration panelist. Presided over an estimated 100 arbitration assignments in the areas of general business dispute resolution (contract law, corporate securities, limited liability companies, partnership matters, and fiduciary fraud), software and hardware user/warranty disputes, and commercial real property (lease disputes and construction problems).

**Alternative Dispute Resolution Training** AAA Dealing With Delay Tactics in Arbitration (ACE004), 2006; ACE001 - Arbitration Awards: Safeguarding, Deciding & Writing Awards, 01/06; ACE001 - Arbitration Awards: Safeguarding, Deciding & Writing Awards, San Francisco, 11/04; AAA Construction Arbitrator II Training, San Francisco, 4/02; AAA Arbitrator Update 2001; AAA Construction Industry Arbitrator Training, Oakland, 7/97.

**Professional Licenses** Admitted to the Bar: California, 1972; U.S. District Court: Northern and Eastern Districts of California; U.S. Court of Appeals, Ninth Circuit.

*Neil R. Bardack, Esq.*

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Professional Associations California Bar Association.

Education University of Southern California (AB-1967); Hastings College of the Law (JD-1970).

Compensation \$375.00 Per Hour  
Rates applied to hearing and study time. \$300.00 per hour for claims less than \$50,000. No charge for travel time and expenses in San Francisco Bay Area. In all other locales, one-way travel and expenses will be charged. No cancellation charge.

Languages Spanish

Citizenship United States of America

Locale San Francisco, CA

*Neil R. Bardack, Esq.  
18214*

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Donald M. Carley, Esq.

**Current Employer-Title** Sonnenschein Nath & Rosenthal - Partner

**Profession** Attorney

**Work History** Partner Sonnenschein Nath & Rosenthal, 1998-present; Associate, Luce Forward Hamilton & Scripps LLP, 1997-98; Associate, Gordon & Rees LLP, 1995-97; Claims Representative, CIGNA Property & Casualty, 1992-95; Claims Representative, Pennsylvania Manufacturer's Association Insurance Company, 1990-92.

**Experience** Specializes in insurance and bad faith litigation, general commercial litigation, construction litigation, and intellectual property issues, involving both transactional and litigation matters. Has litigated a wide variety of complex commercial matters, including insurance coverage, bad faith, patent infringement, real estate, trade secret, false advertising, and free speech cases. Prior to embarking on legal career, worked in the claims department of two large property and casualty insurance companies. Obtained designation as a Chartered Property Casualty Underwriter. Judge pro tem, San Francisco Superior Court.

**Alternative Dispute Resolution Experience** Has served as counsel in numerous cases involving construction, utility, bodily injury, insurance, environmental, and contract disputes.

**Alternative Dispute Resolution Training** AAA Pro Se: Managing Cases Involving Self-Represented Parties (ACE002), 2007; AAA Dealing With Delay Tactics in Arbitration (ACE004), 2006; ACE001 - Arbitration Awards: Safeguarding, Deciding & Writing Awards, San Francisco, 4/05; AAA Commercial Arbitrator II Training, Los Angeles, 9/04; Arbitrator Update 2004; AAA Arbitrator I Training-Fundamentals of the Arbitration Process, Denver, 11/03.

**Professional Licenses** Admitted to the Bar: California, 1995; Colorado, 2001; U.S. Patent and Trademark Office, 2001.

**Professional Associations** Chartered Property Casualty Underwriters Society (Golden Gate Chapter, Board of Directors); American Bar Association; San Francisco Bar Association (Past Board of Directors); California Bar Association; Barristers Club of San Francisco (Past President; Past President-Elect; Past Treasurer; Past Board of Directors; Bridging the Gap Committee, Past Chair).

**Education** College of William and Mary (BS, Psychology-1990); Temple University (JD, cum

*Donald M. Carley, Esq.  
152566*

laude-1995).

**Publications and Speaking Engagements** Speaker, "The U.S. Legal System," Tokio Fire and Marine, November 15, 2002; co-author, "Use of Summary Judgment in Defense of Bad Faith Actions and the 'Genuine Issue Doctrine,'" American Conference Institute, March 2002; speaker, "The U.S. Legal System," Insurance School of the Pacific, July 20, 2001; "Claims Administration and Loss Reporting," eBUSINESS AND INSURANCE: A GUIDE TO THE LAW OF TRANSACTING INSURANCE ON THE INTERNET, May 2001; speaker, "Cumis Obligations: How New Case Law Has Impacted Code Section 2860," Barristers Club of San Francisco, July 27, 2000; speaker, "The United States Judicial System: Legal & Regulatory Issues," Insurance School of the Pacific, July 12, 2000; speaker, "The United States Judicial System," Insurance School of the Pacific, July 10, 2000; co-author, "When Suretyship Becomes Insurance - A Review of the Legal and Practical Effects of Merging the Two," research project for Golden Gate CPCU Chapter, May 1999; co-presenter, "When Suretyship Becomes Insurance: Underwriting and Claims Handling in a Hostile Environment," Golden Gate Chapter, CPCU Society's All Industry Day Annual Seminar, October 31, 1997, Insurance School of the Pacific, August 6, 1997; speaker, "Handling Claims California Style - Cumis Counsel and Claims Handling Regulations," Environmental Claims Managers Association Semi-Annual Convention, April 10, 1997.

**Compensation**  
\$355.00 per hour, for all time spent.

**Citizenship** United States of America

**Locale** San Francisco, CA

Donald M. Carley, Esq.  
152566

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6795 N. Palm Avenue  
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telephone: 877-528-0880 facsimile: 559-490-1919

Matthew J. Geyer, Esq.

**Current Employer-Title** Self-employed

**Profession** Attorney - Litigation (Commercial Contracts, Licensing Agreements, Business Torts, Antitrust, Securities, Commercial Landlord-Tenant and other Real Property, Copyright and Trademark Infringement, Gaming and Indian Gaming)

**Work History** Matthew J. Geyer, Attorney, Arbitrator and Mediator, 2003-present; Shareholder, Rogers Joseph O'Donnell & Phillips, 2000-02; Partner, Landels, Ripley & Diamond, LLP, 1991-00; Associate, Landels, Ripley & Diamond, 1985-90; Summer Associate, Farella, Braun & Martel, 1984.

**Experience** Complex commercial litigation practice in San Francisco for over 20 years. Substantial experience litigating and arbitrating breach of contract claims involving all manner of commercial contracts, for goods and services, operating agreements, licensing agreements, partnership agreements/disputes, joint venture agreements, contracts for the purchase and sale of businesses, intellectual property, commercial real estate and multi-residential developments, including conditions, covenants and restrictions ("CC&R's") in industrial parks and as applicable to homeowners' associations, output and requirements contracts, and professional services, seeking remedies of various kinds, including lost profits and other damages, rescission and restitution, and dissolution of a partnership, joint venture or closely held corporation. Business litigation practice includes antitrust, unfair competition, business torts, fraud and misrepresentation claims; copyright infringement, trade dress and trademark infringement, misappropriation of trade secrets and other IP litigation; state and federal gaming and federal Indian gaming law and litigation; the valuation of shares and other interests in close corporations, limited partnerships, investment funds, and early-stage companies; and issues relating to withdrawals from and dissolutions of law partnerships. This litigation, and related counseling, involves both large institutions and small business clients, operating in various industries, including banking, investment banking, venture capital, real estate, construction, paving, agriculture, gaming, entertainment, hotel and casino, jewelry, apparel and other retail, law, accounting and medicine. Over 25% of practice in securities and related litigation, representing broker/dealers, issuers, lenders, and corporate investors.

**Alternative Dispute Resolution Experience** Since 1991, has acted as single or panel arbitrator (including chair) in nearly 100 commercial cases. Recent cases include: Chairing panel of three neutral arbitrators adjudicating \$15 million-plus claims of fraud and rescission arising out of commercial real estate joint venture financing and development agreement; three-week arbitration of case involving \$5 million-plus claims of breach of contract, fraud and mismanagement arising out of joint venture agreement between Fortune 100 company's venture capital arm and independent venture

*Matthew J. Geyer, Esq.*

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capital firm (sole arbitrator); two-week arbitration of \$3 million coverage dispute arising under employment practices liability policy and venture capital business (panel of three neutrals); one-week arbitration between buyers and sellers of multi-unit residential complex alleging fraud in the inducement and seeking rescission and other damages (sole arbitrator); arbitration to determine fair market value and fair rental value of commercial space in option period under commercial lease, with competing appraisals and lease interpretations (sole arbitrator). Other cases have involved commercial and residential real estate sales, winery and grape growing contracts, book publishing contracts, consulting agreements, shareholder agreements, franchise agreements, and limited liability company operating agreements, and domain name disputes. Arbitrations acting as advocate have included a dispute regarding the indemnity provisions of a contract for the sale by a large oil and petrochemical company of a chain of agricultural pesticide products stores, with a one-week evidentiary hearing on Phase I (interpretation) issues; and a breach of contract dispute between two technology companies involving the design and implementation of a business software system. Member, American Arbitration Association Large Complex Case Panel, Securities Panel, Commercial Panel.

**Alternative Dispute Resolution Training** AAA Arbitrator Ethics & Disclosure (ACE003), 2006; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2006; Bar Association of San Francisco, Advanced Mediation Training, 2004; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2004; Rosenberg Mediation Training, 2003; Annual Arbitrator Update 2002; AAA Commercial Arbitrator II Training: Advanced Case Management Issues, 2002; AAA Commercial Arbitrator Training, 1999; AAA Basic Arbitrator Training, 1991.

**Professional Licenses** Admitted to the Bar, California, 1985.

**Professional Associations** State Bar of California, Committee on Alternative Dispute Resolution 1007-2010 term, Litigation Section, Antitrust and Unfair Competition Law Section, Alternative Dispute Resolution Section; American Bar Association; Edward J. McFetridge American Inn of Court (Past Executive Board Member; Past Program Chair).

**Education** California State University at Northridge (BA-1982); Hastings College of the Law (JD, order of the coif-1985).

**Publications and Speaking Engagements** "Hearing Practice in Commercial Arbitrations: The View from the Neither Side," Bar Association of San Francisco (BASF), 2004; "Discovery in Commercial Arbitrations - Scope and Strategy," BASF, 2003; "California Commercial and Residential Leasing and Eviction Law," National Business Institute, 1999, 1996, 1994; "Picking Up a Plaintiff's Pen: Drafting Complaints in Civil Litigation," CEB CIVIL LITIGATION REPORTER, May 1993, FORUM, a publication of the California Trial Lawyers' Association, September 1993, FAMILY LAW NEWS, Spring 1994; "Statutory Limitations on Corporate Spending in Ballot Measure Campaigns: The Case for Constitutionality," 36 HASTINGS LAW JOURNAL 433, 1985.

**Compensation** \$425.00 Per Hour  
Hourly rate charged for hearing & study time. Hourly rate discounted to \$375 for cases with monetary prayers or disclosed claims of less than \$1 million in controversy; to \$325 for such cases with less than \$500,000 in controversy. Cancel/Postponed: Invoiced deposit amounts paid in entirety if cancelled or postponed within 30 days of scheduled hearing start date, or for cases set for more than three days of hearing, if cancelled or postponed within 45 days of scheduled hearing start date, unless hearing days can be rebooked. Cases in San Francisco Bay Area (including Sacramento, Santa Rosa, San Jose, Oakland and East Bay) heard without travel time or expense charges. Cases outside this area heard with travel expenses paid by parties; in most cases, travel time not charged.

**Citizenship** United States of America

**Locale** San Francisco, CA

*Matthew J. Geyer, Esq.*  
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David M. Heilbron, Esq.

**Current Employer-Title** Self-employed

**Profession** Arbitrator/Mediator

**Work History** Full-time Neutral, 2006-present; Partner/Managing Partner/Associate, Bingham McCutchen LLP (previously known as McCutchen, Doyle, Brown & Enersen, LLP), 1962-06.

**Experience** Since 1962, practice in general civil litigation in arbitrations, trials and appeals. Experience in construction, banking/finance, partnership, securities, environmental, shareholder, accounting, real estate, products, technology, health care, power contracts, products, buy-sell agreements, commercial, international, employer/employee, executive compensation, labor, franchise and civil rights law matters.

**Alternative Dispute Resolution Experience** AAA arbitration panelist since 1971 and mediation panelist since 1984. Chair of the Northern California Advisory Council of AAA. Member of the Board of Directors and former member of Executive Committee of the AAA. Evaluator for Federal Court Early Neutral Evaluation Program and Special Referee appointed by the San Francisco Superior Court. Arbitrator for Superior Court judicial arbitrations. Arbitrator, mediator and advocate in a large variety of cases, including accounting and audits, advertising, attorney professional conduct and malpractice, business torts (including fraud, unfair competition and fiduciary duty claims), buy-sell agreements (including stock purchase and asset purchase agreements), civil rights law matters, construction (including cost overruns and delays, design, engineering, architectural and soils disputes), contracts, copyright, employer/employee (including wrongful termination claims and executive compensation), environmental, franchise, health care (including hospitals, physician groups, and health insurers), international business disputes (including licensing and patent disputes), licensing, mining, partnership (including law partnerships), power and co-generation (including rate disputes), products, real estate, securities, technology (including biotechnology, chips, reverse engineering, websites and domain names), shareholder disputes, and valuation (including real estate and business) matters.

**Alternative Dispute Resolution Training** College of Commercial Arbitrators Annual Meeting, 2007; Attended AAA Annual Board Meeting, Arbitrator Update, 2006; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2005; AAA Arbitrator Ethics and Disclosure (ACE003), 2004; AAA Arbitrator Update, 2003; AAA Commercial Arbitrator II Training: Advanced Case Management Issues, 2002; Faculty, AAA Neutrals' Retreat, 1998; Faculty, AAA LCCP Arbitrator Training, 1997; AAA Construction Industry Arbitrator Training,

*David M. Heilbron, Esq.*

14271

1997; Faculty, AAA Basic Commercial/Construction Arbitrator Training, 1990; various other ADR training programs.

**Professional Licenses** Admitted to the Bar: California, 1963; U.S. Court of Appeals: First, Second, Third, Fourth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, and District of Columbia Circuits; U.S. Supreme Court; ad hoc in various state supreme courts.

**Professional Associations** San Francisco Bar Association (Past President); California State Bar Association (Past President); American College of Trial Lawyers; California Academy of Appellate Lawyers; American Academy of Appellate Lawyers; College of Commercial Arbitrators; State Bar Commission on Discovery (Past Vice Chair); State Bar Committee on Courts (Past Chair); American Arbitration Association (Board of Directors; Executive Committee, past member; Northern California Advisory Council, Chair).

**Education** University of California at Berkeley (BA, summa cum laude-1958); Oxford University (AB, Jurisprudence, Rhodes Scholar-1960); Harvard University (LLB, magna cum laude-1962).

**Publications and Speaking Engagements** "The Arbitration Clause, the Preliminary Conference, and the Big Case," THE ARBITRATION JOURNAL, June 1990.

**SPEAKING ENGAGEMENTS:** Lectures regarding various arbitration issues including, "How to Manage the Big Case," "New Developments in ADR," "The Pre-hearing Conference and the Big Case," "How to Draft the Arbitration Clause" and "Volt Industries, et al. v. Board Of Trustees and the Arbitration Clause" (argued Volt in the Supreme Court), the Merits Hearing and The Mega Case.

**Compensation** \$475.00 Per Hour  
Hourly rate charged from appointment through date of award, including study time.

**Citizenship** United States of America

**Locale** San Francisco, CA

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6795 N. Palm Avenue  
2nd Floor  
Fresno, CA 93704  
telephone: 877-528-0880 facsimile: 559-490-1919

Randall E. Kay, Esq.

**Current Employer-Title** Kay & Tawasha LLP - Partner

**Profession** Attorney, Arbitrator - Business Law, Commercial Disputes, Corporations and Partnerships, International Transactions, Intellectual Property, Licensing Transactions, Commercial Real Estate

**Work History** Partner, Kay & Tawasha LLP, 1976-present; Adjunct Faculty, Golden Gate University, 1978-98.

**Experience** Engaged in private practice since 1975, primarily in the above law specialties. Litigation/arbitration practice is on behalf of both plaintiffs and defendants and includes contract disputes, commercial collections, landlord/tenant conflicts, and business torts. Legal experience includes negotiating and drafting partnership and other business agreements; international joint venture and licensing agreements; business dissolutions; equipment leasing; accounts receivable financing; commercial real estate leasing and transactions; trademark and franchise matters; unfair business practices and trade secret matters; creditors' rights and remedies; corporate governance; intellectual property; and business sales and acquisitions.

**Alternative Dispute Resolution Experience** Member of the AAA Commercial Panel of arbitrators since 1988. Arbitrator of attorney-client fee disputes for the San Francisco Bar Association for over 15 years. Experienced neutral arbitrator appointed in over 150 cases, covering a broad range of commercial disputes, including partnership and business dissolutions and accountings; real estate and brokerage disputes; franchise, intellectual property, technology, trade secret, trademark, and licensing arrangements and conflicts (domestic and international); attorney-client fee disputes; business acquisitions; business torts; brokerage claims; and general contract disputes. Arbitration experience also extends over a wide range of industries, including telecommunications, real estate, professional practices (accounting, dentistry, law, commercial design), loan brokerage, insurance, computer software development, restaurants, healthcare, shipping, agriculture, employment agencies, food distribution, landscaping, medical devices, equipment leasing, and many others.

**Alternative Dispute Resolution Training** AAA Pro Se: Managing Cases Involving Self-Represented Parties (ACE002), 2006; ACE004 - Dealing With Delay Tactics in Arbitration, 01/06; Attended AAA Neutrals Conference, Scottsdale, 1/03; ACE001 - Arbitration Awards: Safeguarding, Deciding & Writing Awards, Scottsdale, 1/03; AAA Arbitrator II Training, San Francisco, 9/02; AAA Arbitrator Update 2003, 2001; AAA Commercial Arbitrator Training,

*Randall E. Kay, Esq.*  
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Orlando, 10/98; Large Complex Case Arbitration, San Francisco, 1/98; Mediation of Employment Disputes and Arbitration Case Management, San Francisco, 11/94; Creative Solutions for Resolving Business Problems, San Francisco, 11/93; Changes in Commercial Arbitration Practice, San Francisco, 11/91; various other ADR training programs.

**Professional Licenses** Admitted to the Bar: California, 1975; U.S. District Court: Northern and Eastern Districts of California; U.S. Court of Appeals, Ninth Circuit.

**Professional Associations** Bar Association of San Francisco; State Bar of California (Business Law Section; International Law Section); College of Commercial Arbitrators (Fellow).

**Education** Reed College (BA, Chemistry-1970); University of San Francisco (JD-1974); University of London (LLM, International Law-1975).

**Compensation**

\$275.00 per hour; \$325.00 per hour for cases involving more than \$150,000 in controversy. Includes study and award time. Available to serve outside of the Bay Area.

**Citizenship** United States of America

**Locale** San Francisco, CA

*Randall E. Kay, Esq.*

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Contact American Arbitration Association  
6795 N. Palm Avenue  
2nd Floor  
Fresno, CA 93704  
telephone: 877-528-0880 facsimile: 559-490-1919

Charles R. Ragan, Esq.

**Current Employer-Title** Redgrave Daley Ragan & Wagner LLP - Partner

**Profession** Attorney - Litigation, International Arbitration, Alternative Dispute Resolution

**Work History** Founder and Partner, Redgrave Daley Ragan & Wagner LLP, 2005-present; Partner/Associate, Pillsbury Winthrop LLP, 1976-05; Law Clerk, Honorable R.J. Aldisert, U.S. Court of Appeals, Third Circuit, 1974-76; Editor/Reporter, The Associated Press, 1969-72.

**Experience** Over 25 years' experience with complex commercial litigation in state and federal courts in U.S. and arbitration tribunals on three continents. Matters for which principally responsible include trial of broken merger case, advice concerning corporate governance issues, and resolution of international disputes involving intellectual property claims, natural resources, joint ventures, technology (hardware and software), engineering contracts, distribution agreements, and commercial contracts. Represented U.S. and Italian companies in matters involving claims for indemnification or other damages stemming from environmental contamination. Litigated U.S. securities and Racketeer Influenced and Corrupt Organization Act claims. Advised U.S. and Japanese companies about extraterritorial application of U.S. antitrust laws. Listed in International Who's Who in Commercial Arbitration (1999 to present).

**Alternative Dispute Resolution Experience** Began work in ADR field as advocate in \$200 million dispute over foreign natural resource joint venture and as member of special task force, established by Honorable Robert Peckham in Northern District of California (developing district's Early Neutral Evaluation program). Member of the American Arbitration Association Commercial and International Panels. Neutral experience in arbitration, mediation, and early neutral evaluation contexts. Counsel in international arbitration of intellectual property, biotechnology patent and trade secret, publishing, distribution, and other matters. Counsel in various ADR contexts, both domestically and internationally. Panel member of the Australian Centre for International Commercial Arbitration.

**Alternative Dispute Resolution Training** AAA International Arbitration Symposium, San Francisco, 2003; AAA International Arbitrator Training, New York, 1999; AAA Commercial Arbitrator Training, Neutrals' Retreat, Orlando, 1998; CPR Advanced Mediator Training, 1994; U.S. District Court for the Northern District of California, Arbitrator Training, 1995, 1994; Faculty, AAA Basic Arbitrator Training, San Francisco, 1993; U.S. District Court for the Northern District of California, Mediator Training, 1993; Early Neutral Evaluation Program Training, 1993; AAA Advanced Arbitrator Training, San Francisco, 1991; AAA Training, San Francisco, 1991.

Charles R. Ragan, Esq.  
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**Professional Licenses** Admitted to the Bar: New York, 1975; California, 1976; U.S. District Court: Northern District of California, 1976; Southern District of New York, 1982; U.S. Court of Appeals: Second (1984), Third (1975), and Ninth (1976) Circuits; U.S. Supreme Court, 1980.

**Professional Associations** International Bar Association (Committee D; Subcommittee on ADR, Past Chair); Civil Justice Reform Act (ADR Committee, Advisory Board Member); London Court of International Arbitrators (North American Council).

**Education** Princeton University (AB-1969); Fordham University (JD, cum laude-1974).

**Publications and Speaking Engagements** Co-author, "Electronic Data Discovery: Duty to Preserve Evidence," PW BULLETIN 3-13, November 2003; co-author, "Document Retention Issues," U.S. Section, GLOBAL COUNSEL magazine, November 2003; "Recent U.S. Cases on Enforcement of Awards," INT. A.L.R. N-5, 2003; "Using Appropriate Dispute Resolution (ADR) to Achieve Superior Outcomes in Contemporary Disputes," part of "A Guide to Successful Litigation in the U.S.A.," 12-2 INTERNATIONAL LEGAL STRATEGY, 2003; co-author, "Electronic Data Discovery: Disclosure and Production, PW BULLETIN 3-05, April 2003; co-author, "Liability Prevention and Litigation Issues, chapter IX-1, YEAR 2000 LIABILITY PREVENTION & LITIGATION MANUAL, Alex Information, Inc., 1999; co-author, "Section By Section Summary of the Y2K Act," chapter II-4, YEAR 2000 LIABILITY PREVENTION & LITIGATION MANUAL, Alex Information, Inc., 1999; "Using ADR in Japan to Resolve Disputes Between Japanese and American Companies," ALTERNATIVES, July 1993; "Emerging Dispute Resolution Techniques in the Pacific Basin," 9 ARBITRATION INTERNATIONAL 131, 1993; "Dispute Resolution in Japan: Pursuing Alternatives to Arbitration," 14 EAST ASIAN EXECUTIVE REPORTS 8, October 1992; "Preparing for the Pitfalls of Arbitration in Japan," 13 EAST ASIAN EXECUTIVE REPORTS 9, January 1991; "Arbitration in Japan," PRIVATE INVESTMENTS ABROAD: PROBLEMS AND SOLUTIONS IN INTERNATIONAL BUSINESS, Matthew Bender, 1991; co-author, "Two-Stage ADR Ends Fuel Case," 8 ALTERNATIVES, September 1990.

**Compensation** \$525.00 Per Hour  
Hourly rate for all time spent on cases in the U.S. For cases outside the U.S., disbursements will be charged. If a hearing sched for more than two days is cancelled, the following cancellation charges will apply: if cancelled within two weeks of hearing, 75% of hourly rate x 7.5 hrs per day; if within two-four weeks, 25% of hrly rate x. 7.5 hrs per day. (Base hrly rate is subject to change annually in June.)

**Citizenship** United States of America

**Locale** San Francisco, CA

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6795 N. Palm Avenue  
2nd Floor  
Fresno, CA 93704  
telephone: 877-528-0880 facsimile: 559-490-1919

Francis O. Spalding, Esq.

**Current Employer-Title** Self-employed - Arbitrator, Mediator

**Profession** Attorney at Law, Arbitrator, Mediator, Consultant on ADR Issues; Author; Educator

**Work History** Arbitrator and Mediator, Self-employed, 1985-present; Visiting Professor of Law, Hastings College, 1983-85; Professor of Law/Assistant Dean/Associate Dean, Northwestern University, 1965-82; Associate, Isham, Lincoln & Beale, 1964-65; Account Executive, Leo Burnett Advertising, 1959-61; Associate, McKinsey & Co., 1958-59; Brand Manager, Procter & Gamble, 1953-58; Lieutenant, U.S. Marine Corps, 1951-52; Executive Trainee, National Broadcasting Co., 1950-51.

**Experience** Appointed neutral in more than 525 commercial disputes since 1982, including high technology, intellectual property, health care, securities, partnership, real estate, executive employment, financial, insurance and franchise matters, lawyer-client fee disputes and other commercial contract, business and professional disputes.

**Alternative Dispute Resolution Experience** Presided as arbitrator, mediator, hearing officer or early neutral evaluator in more than 1,525 days of hearing since 1982. Charter appointee to AAA California Panel of Full-Time Neutrals, 1996; charter appointee to AAA Large Complex Case Panel, 1993; member of AAA Commercial Panel of arbitrators since 1982; member of AAA Mediation Panel since 1984. Bar Association of San Francisco Mandatory lawyer-client fee dispute arbitration panel since 1985. Member of the U.S. District Court, Northern District of California judicial arbitration panel since 1985, early neutral evaluation panel since 1986, and mediation panel since 1998. Judicial arbitration panelist in four Bay Area counties, 1985-97. Financial Services Volunteer Corps consultant on arbitration procedures to Bratislava Stock Exchange Arbitration Court, 1996, and to Macedonian Stock Exchange, Skopje, 2003. Consultant/expert witness on ADR issues in California, Texas and Hawaii cases, 1988-2005. Founding Fellow and past Director, College of Commercial Arbitrators, 2001 to date.

**Alternative Dispute Resolution Training** AAA Arbitrator Ethics & Disclosure (ACE003), 2006; ACE005 - Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics, 12/05; ACE001 - Arbitration Awards: Safeguarding, Deciding & Writing Awards, 01/05; AAA Arbitrator Update 2001; faculty, AAA National Commercial Arbitrator Training (I and II), 1998-present; AAA Commercial Train the Trainer Course, Phoenix, 12/00; AAA Commercial Arbitrator Training, San Francisco, 10/00; attended AAA LCCP Retreat and Panel Chair Workshop, Scottsdale, 10/99; faculty, AAA Commercial Train the Trainer Course, Denver, 8/98; various other

*Francis O. Spalding, Esq.*

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ADR trainings.

Professional Licenses Admitted to the Bar: Illinois, 1964; California, 1981.

Professional Associations American Law Institute (Life Member); Bar Association of San Francisco (Arbitration Committee, Past Vice Chair/Chair; ADR Section, Past Treasurer; Executive Committee on Lawyer-Client Fee Arbitration, Vice Chair); Association for Conflict Resolution; American Bar Association (Dispute Resolution Section); California Dispute Resolution Council (Past Board of Directors); Northern California Mediation Association (Past Board of Directors); California Community Dispute Resolution Services (Past Board of Directors); State Bar of California.

Education Yale University (BA, Sociology, Psychology, History-1950); Northwestern University (JD, magna cum laude, Order of the Coif-1964).

Publications and Speaking Engagements Co-editor and Chapter author, "Conduct of the Preliminary Hearing," "Conduct of the Hearing," "Avoiding Delay in Arbitration," "Using Administrative Support in ADR" and "Special Requirements for Real Estate Arbitration Clauses in California," CALIFORNIA ADR PRACTICE GUIDE, Lexis, 1998; Chapter author, "Choosing the Arbitration Forum" and "Choosing the Arbitration Panel," THE ADR PRACTICE GUIDE, Lawyers Cooperative Publishing, 1998; "Dealing with the Under-Represented Party," NASD NEUTRAL CORNER, p. 5, September 1998 and p.3, January 1999; "Selecting the Arbitrator: What Counsel Can Do," ADR CURRENTS, p. 8, Fall 1997; "The California Arbitration Act and the 1988 Real Estate Arbitration Amendments: Coming of Age?," 21 GOLDEN GATE UNIVERSITY LAW REVIEW 307, 1991; (partial list).

**Compensation** \$400.00 Per Hour  
Charges for hearing, study and necessary related work; minimum charge for hearings (ex. preliminary hearings) of 5 hours. Out-of-pocket expenses reimbursable. Cancellation fees: \$200-2,000/day, depending on time of cancellation, may apply. No charge for intercity travel time; repeated local travel of 30 min+ each way and travel to site visit @ \$200/hr. Detailed fee schedule available on request and appointment.

**Languages** French

**Citizenship** United States of America

**Locale** San Francisco, CA

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telephone: 877-528-0880 facsimile: 559-490-1919

Douglas W. Sullivan, Esq.

**Current Employer-Title** Folger Levin & Kahn LLP - Partner

**Profession** Attorney - Complex Commercial Litigation, Mergers and Acquisitions, Intellectual Property, Entertainment, Partnership Disputes and Dissolutions, Trade Secrets, Copyright Infringement, Construction, Real Estate, Environmental, Insurance Coverage, Securities Litigation

**Work History** Partner, Folger Levin & Kahn LLP, 1983-present; Attorney, Thelen, Marrin, Johnson & Bridges, 1979-83.

**Experience** Attorney, specializing in complex commercial litigation with significant experience in state and federal courts. Acted as lead counsel in approximately fifteen trials, including jury trials of three and five months, representing both plaintiffs and defendants. Representative cases include: represented law firms and lawyers in connection with break-ups, lawyer departures and malpractice claims; handled dozens of environmental cost recovery cases; represented companies in the telecommunications, computer, wood products, and healthcare industries in connection with failed mergers and acquisitions; represented numerous owners and developers in connection with real estate, development and financing disputes; represented contractors, owners, subcontractors and manufacturers on a variety of construction projects, including litigation involving power plants, retail shopping centers, high-tech facilities, broadcast facilities, hotels, housing projects and commercial office buildings; represented companies in the telecommunications, internet, computer and entertainment industries in connection with misappropriation of trade secrets and copyright infringement.

**Alternative Dispute Resolution Experience** Has served as an arbitrator since 1985, in a number of disputes before the American Arbitration Association, including construction, real estate, mergers and acquisitions, and securities disputes. As an advocate, has been involved in arbitrations involving insurance, securities, mergers and acquisitions, and employment/labor issues. As a practitioner, has engaged in approximately 50 or more mediations. Serves as mediator in the San Francisco Early Neutral Evaluation Program.

**Alternative Dispute Resolution Training** AAA Arbitrator I Training-Fundamentals of the Arbitration Process, San Francisco, 8/05.

**Professional Licenses** Admitted to the Bar: California, 1979; U.S. District Court: Northern, Eastern and Central Districts of California; U.S. Court of Appeals: Seventh, Ninth and Tenth Circuits.

*Douglas W. Sullivan, Esq.*  
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**Professional Associations** Bar Association of San Francisco; State Bar of California; American Bar Association (Litigation Section; Intellectual Property Section; Environment, Energy, and Resources Section).

**Education** Indiana University (BA-1975); University of Virginia (JD-1979).

**Publications and Speaking Engagements** Speaker, "Engineering Professional Responsibility," Stanford University Civil Engineering Department, 1996-1999, 2005-2006; "Technique of Alternative Dispute Resolution," THE CONTRACTOR'S HANDBOOK OF BUSINESS, FINANCE AND LAW, 1992; speaker, "The Mechanics of Arbitration," California State Bar Association, 1989; speaker, "Minimizing Liability of Construction Lenders," San Francisco Bar Association, June 1987.

**Compensation** \$400.00 Per Hour  
Hourly rate for pre-hearings, preliminary hearings, hearings, and study time.

**Citizenship** United States of America

**Locale** San Francisco, CA

*Douglas W. Sullivan, Esq.*  
98436

# Exhibit B

**Declaration of Roderick M. Thompson In Support Of Visa USA Inc.'s  
Opposition To Maritz Inc.'s Ex Parte Application For An Order Shortening  
Time Or In The Alternative For A Temporary Stay Of The Arbitration**



American Arbitration Association  
Dispute Resolution Services Worldwide

Western Case Management Center  
Jeffrey Garcia  
Vice President  
Cathe Stewart  
Assistant Vice President

January 2, 2008

6795 North Palm Ave, 2nd Floor, Fresno, CA 93704  
telephone: 877-528-0880 facsimile: 559-490-1919  
internet: <http://www.adr.org/>

**VIA AAAWEBFILE & FACSIMILE**

Roderick M. Thompson  
235 Montgomery Street  
17th Floor  
San Francisco, CA 94104

Charles A. Weiss, Esq.  
Bryan Cave, LLP  
One Metropolitan Square  
211 N. Broadway, Suite 3300  
St. Louis, MO 63102-2750

Re: 74 117 01325 07 NOCA  
VISA U.S.A. Inc.  
VS  
Maritz, Inc. dba Maritz Loyalty Marketing

Dear Parties:

This will acknowledge receipt of the following:

- Letter dated December 26, 2007, with attachments from Charles A. Weiss.
- Letter dated December 28, 2007, from Charles A. Weiss.
- Letter dated December 28, 2007, from Roderick M. Thompson.

We note the parties exchanged copies of the aforementioned correspondence.

As advised in the Association's letter dated November 30, 2007, in the absence of an agreement by the parties or a court order staying this matter, the Association will proceed with administration pursuant to the Rules. The parties may wish to raise this issue, upon appointment of the arbitrator.

This will also confirm a request on January 2, 2008, from Mark Deiermann at Bryan Cave requesting an extension of the due date set forth in the Association's letter dated December 26, 2007.

The Association may grant a party no more than one seven-day extension in which to respond to our letter dated December 26, 2007. The Association has granted an extension until January 11, 2008, for each party to respond.

Sincerely,  
/s/  
Norma Cantu  
Case Manager  
559-490-1896  
[cantu@adr.org](mailto:cantu@adr.org)

*Supervisor Information: Lupe Gonzalez-Baca, 559 650 8019, [Gonzalezl@adr.org](mailto:Gonzalezl@adr.org)*

# Exhibit C

**Declaration of Roderick M. Thompson In Support Of Visa USA Inc.'s  
Opposition To Maritz Inc.'s Ex Parte Application For An Order Shortening  
Time Or In The Alternative For A Temporary Stay Of The Arbitration**

(a) The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement.

(b) The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

(c) A party must object to the jurisdiction of the arbitrator or to the arbitrability of a claim or counterclaim no later than the filing of the answering statement to the claim or counterclaim that gives rise to the objection. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

#### R-8. Mediation

At any stage of the proceedings, the parties may agree to conduct a mediation conference under the Commercial Mediation Procedures in order to facilitate settlement. The mediator shall not be an arbitrator appointed to the case. Where the parties to a pending arbitration agree to mediate under the AAA's rules, no additional administrative fee is required to initiate the mediation.

#### R-9. Administrative Conference

At the request of any party or upon the AAA's own initiative, the AAA may conduct an administrative conference, in person or by telephone, with the parties and/or their representatives. The conference may address such issues as arbitrator selection, potential mediation of the dispute, potential exchange of information, a timetable for hearings and any other administrative matters.

#### R-10. Fixing of Locale

The parties may mutually agree on the locale where the arbitration is to be held. If any party requests that the hearing be held in a specific locale and the other party files no objection thereto within 15 days after notice of the request has been sent to it by the AAA, the locale shall be the one requested. If a party objects to the locale requested by the other party, the AAA shall have the power to determine the locale, and its decision shall be final and binding.

#### R-11. Appointment from National Roster

If the parties have not appointed an arbitrator and have not provided any other method of appointment, the arbitrator shall be appointed in the following manner:

(a) Immediately after the filing of the submission or the answering statement or the expiration of the time within which the answering statement is to be filed, the AAA shall send simultaneously to each party to the dispute an identical list of 10 (unless the AAA decides that a different number is appropriate) names of persons chosen from the National Roster. The parties are encouraged to agree to an arbitrator from the submitted list and to advise the AAA of their agreement.

(b) If the parties are unable to agree upon an arbitrator, each party to the dispute shall have 15 days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from

the submitted lists, the AAA shall have the power to make the appointment from among other members of the National Roster without the submission of additional lists.

(c) Unless the parties agree otherwise when there are two or more claimants or two or more respondents, the AAA may appoint all the arbitrators.

#### R-12. Direct Appointment by a Party

(a) If the agreement of the parties names an arbitrator or specifies a method of appointing an arbitrator, that designation or method shall be followed. The notice of appointment, with the name and address of the arbitrator, shall be filed with the AAA by the appointing party. Upon the request of any appointing party, the AAA shall submit a list of members of the National Roster from which the party may, if it so desires, make the appointment.

(b) Where the parties have agreed that each party is to name one arbitrator, the arbitrators so named must meet the standards of Section R-17 with respect to impartiality and independence unless the parties have specifically agreed pursuant to Section R-17(a) that the party-appointed arbitrators are to be non-neutral and need not meet those standards.

(c) If the agreement specifies a period of time within which an arbitrator shall be appointed and any party fails to make the appointment within that period, the AAA shall make the appointment.

(d) If no period of time is specified in the agreement, the AAA shall notify the party to make the appointment. If within 15 days after such notice has been sent, an arbitrator has not been appointed by a party, the AAA shall make the appointment.

#### R-13. Appointment of Chairperson by Party-Appointed Arbitrators or Parties

(a) If, pursuant to Section R-12, either the parties have directly appointed arbitrators, or the arbitrators have been appointed by the AAA, and the parties have authorized them to appoint a chairperson within a specified time and no appointment is made within that time or any agreed extension, the AAA may appoint the chairperson.

(b) If no period of time is specified for appointment of the chairperson and the party-appointed arbitrators or the parties do not make the appointment within 15 days from the date of the appointment of the last party-appointed arbitrator, the AAA may appoint the chairperson.

(c) If the parties have agreed that their party-appointed arbitrators shall appoint the chairperson from the National Roster, the AAA shall furnish to the party-appointed arbitrators, in the manner provided in Section R-11, a list selected from the National Roster, and the appointment of the chairperson shall be made as provided in that Section.

#### R-14. Nationality of Arbitrator

Where the parties are nationals of different countries, the AAA, at the request of any party or on its own initiative, may appoint as arbitrator a national of a country other than that of any of the parties. The request must be made before the time set for the appointment of the arbitrator as agreed by the parties or set by these rules.

#### R-15. Number of Arbitrators

If the arbitration agreement does not specify the number of arbitrators, the dispute shall be heard and determined by one arbitrator, unless the AAA, in its discretion, directs that three arbitrators be